

Exhibit 2

The Honorable Ronald B. Leighton

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT TACOMA

ADRIENNE BENSON and MARY
SIMONSON, individually and on behalf of all
others similarly situated,

Plaintiffs,

v.

DOUBLE DOWN INTERACTIVE, LLC, a
Washington limited liability company, and
INTERNATIONAL GAME TECHNOLOGY, a
Nevada corporation,

Defendants.

No. 18-cv-00525-RBL

DEFENDANT DOUBLE DOWN
INTERACTIVE, LLC'S
OBJECTIONS AND RESPONSES
TO PLAINTIFFS' FIRST SET OF
REQUESTS FOR PRODUCTION

Defendant Double Down Interactive, LLC ("Double Down") responds and objects to
Plaintiffs' First Requests for Production (the "Request") as follows:

OBJECTIONS TO DEFINITIONS AND INSTRUCTIONS

Double Down objects to the "Definitions" and "General Instructions" portions of the
Requests. Double Down reserves the right to supplement, amend, or qualify its objections.

Definitions

1. **Definition of "Addiction Phrases."** Double Down objects to this definition as
overbroad and misleading to the extent it suggests the issue of addiction is relevant to the claims
and/or that the terms it encompasses relate to addiction.

2. **Definition of "Gambler" or "Gamblers."** Double Down objects to this
definition as argumentative, misleading, vague, and ambiguous. Users of Double Down's social
DOUBLE DOWN'S OBJECTIONS AND RESPONSES TO
PLAINTIFFS' FIRST SET OF RFPS
(18-cv-00525-RBL) - 1

1 games do not gamble anything, as they are well aware that the games never award monetary
2 winnings or real-world prizes and that they cannot “cash out” their virtual chips.

3 **3. Definitions of “Describe” and “Identify.”** Double Down objects to these
4 definitions to the extent they purport to transform any request for production of documents into
5 an interrogatory, which the rules do not permit.

6 **4. Definition of “Social Casino.”** Double Down objects to this definition as
7 overbroad and disproportionate to the needs of the case because it incorporates games not
8 referenced in the Amended Complaint and not at issue in this action. Double Down will produce
9 responsive documents only with respect to the game named in the Amended Complaint:
10 DoubleDown Casino.

11 **5. Definition of “Guest” and “Guest Profiles.”** Double Down objects to this
12 definition as incorrectly identifying Double Down’s users. Double Down does not have
13 “guests,” but rather it has users or players who play its games.

14 **6. Definition of “Life Events Phrases.”** Double Down objects to this definition as
15 misleading and mischaracterizing of the words or phrases contained therein. Double Down will
16 respond as to the words or phrases contained in Plaintiffs’ definition.

17 **7. Definition of “You” or “Your.”** Double Down objects to this definition as
18 overbroad and disproportionate to the needs of the case to the extent it includes Double Down’s
19 “present and former subsidiaries” and “present and former related companies.” The definition
20 also expressly includes Double Down’s “present and former” attorneys, failing to recognize the
21 existence of the attorney-client privilege and work-product doctrine. Double Down will not
22 respond to Plaintiffs’ requests on behalf of any other corporation or legal entity or search for
23 documents outside of its obligations under Federal Rules of Civil Procedure and other applicable
24 rules, nor will it produce documents protected by the attorney-client privilege, work-product
25 doctrine, or any other privilege or protection.

26 **8. Definitions of “Logic,” “Code,” and similar terms.** Double Down objects to
27 Plaintiffs’ requests for “Logic,” “Code,” and similar terms to the extent they seek confidential,

proprietary, or commercially sensitive business information without the protection of an appropriate protective order. Double Down will produce responsive documents only after the parties agree on a mutually acceptable protective order.

9. **Definition of “Research.”** Double Down objects this definition as vague, ambiguous, and improperly indefinite in violation of Rule 34(b)(1)(A). Double Down will construe this term as referring to written reports containing analysis, as opposed to data printouts or reports that do not contain written analysis.

10. **Definition of “Time on Device.”** Double Down objects this definition as ambiguous. Double Down will construe this term to refer to time a user spends using the DoubleDown Casino app.

11. **Definition of “Relevant Time Period.”** Double Down objects that this definition encompasses a four-year statute of limitations, rather than the applicable statute of limitations. Double Down reserves all rights.

12. **Definition of “VIP Host.”** Double Down objects to the term “VIP Hosts,” as it is misleading and mischaracterizes the job of a customer service agent. Double Down does not have “VIP Hosts.”

13. **Definition of “VIP Loyalty Program.”** Double Down objects that this definition is misleading and mischaracterizing as Double Down’s loyalty programs are available to *all* players.

14. **Definition of “VIP Tier.”** Double Down objects that this definition is misleading and mischaracterizing as Double Down’s loyalty program contains levels for *all* users.

General Instructions

1. Double Down objects to Plaintiffs’ General Instructions to the extent they purport to create obligations beyond those contained in the Federal Rules of Civil Procedure and Local Rules for the Western District of Washington. Double Down will respond and produce documents consistent with its obligations under the foregoing rules.

2. Double Down objects to Plaintiffs’ request for documents to be produced in

“native” format with “all relevant Metadata,” as defined, because Plaintiffs’ request for natives and all metadata is overly broad, unduly burdensome, and disproportionate to the needs of the case. Double Down will produce responsive documents in an appropriate format only after the parties agree on a mutually acceptable protective order and electronically stored information protocol.

REQUESTS FOR PRODUCTION

REQUEST FOR PRODUCTION NO. 1

All Documents that You used, referenced, or relied upon in drafting Your responses to Plaintiffs’ First Set of Requests for Production of Documents.

RESPONSE: Double Down objects to this request as overbroad to the extent it seeks documents or information not otherwise responsive to Plaintiffs’ other document requests and relevant to the claims or defenses in this action. Double Down also objects to this request to the extent it seeks documents or information protected by the attorney-client privilege, work-product doctrine, or any other privilege or protection. Double Down will produce documents responsive to each request. Subject to the foregoing objections, Double Down will not produce documents specific to this request.

REQUEST FOR PRODUCTION NO. 2

All of Your Communications with Plaintiffs.

RESPONSE: Double Down objects that this request is a premature search of ESI prior to the parties entering into an ESI agreement. Double Down objects because it cannot necessarily identify Plaintiffs user accounts and be certain which accounts belong to Plaintiffs, as Plaintiffs may have multiple accounts. Subject to the foregoing objection and its objections to Plaintiffs’ Definitions and Instructions, after Plaintiffs identify all user accounts and email addresses belonging to them, Double Down will consider search terms related to this request as part of a search conducted pursuant to an ESI agreement proportional to the needs of the case

1 and limited to non-privileged responsive documents regarding DoubleDown Casino from April
2 9, 2014 to the present.

3
4 **REQUEST FOR PRODUCTION NO. 3**

5 All Documents Related To Plaintiffs' Guest Profiles, Including Documents sufficient to
6 Identify Plaintiffs' UserIDs.

7 **SPECIFIC INSTRUCTIONS FOR RFP NO. 3**

8 Plaintiffs request a meet and confer at a date and time of your convenience, but within
9 fourteen (14) days of your receipt of these RFPs, to discuss the database format in which
10 documents responsive to RFP No. 4 are regularly kept and most reasonably produced.

11 **RESPONSE:** Double Down objects to any deadline that Plaintiffs set unilaterally
12 shortening the time permitted to respond under the local rules and in accordance with the parties'
13 stipulations. Double Down also objects to the request because the term "All Documents Related
14 To," as defined and applied here, is overly broad, unduly burdensome, and disproportionate to
15 the needs of the case. Double Down objects because it cannot necessarily identify Plaintiffs'
16 user accounts and be certain which accounts belong to Plaintiffs, as Plaintiffs may have multiple
17 accounts. Double Down objects to the term "Guest Profile" as Double Down does not have
18 "guests," rather it has users who play its game, given this, Double Down will answer assuming
19 that the request is asking about user's profiles. Subject to the foregoing objections and its
20 objections to Plaintiffs' Definitions and Instructions, after Plaintiffs identify all user accounts
21 and email addresses belonging to them, Double Down responds that it will search for and
22 produce Plaintiffs' user profiles.

REQUEST FOR PRODUCTION NO. 4

Documents sufficient to Identify the Purchase Information associated with each Chip Purchase made in the United States of America during the Relevant Time Period.

RESPONSE: Double Down objects to this request as overbroad, not proportional, and premature to the extent it seeks documents related to purchase information for a class that has not been certified and for information irrelevant to Plaintiffs' attempt to certify a class. Double Down also objects to Plaintiffs' definition of "relevant time period" as exceeding any possible statute of limitations; and, while Double Down does not agree that Plaintiffs' claims are subject to a four-year statute of limitations because that is the outside arguable period for which discovery is proper, nonetheless, it will respond as to the time period four years prior to the filing of the Complaint. Double Down objects to this definition as overbroad, unduly burdensome, and disproportionate to the needs of the case because it incorporates games not referenced in the Amended Complaint and not at issue in this action and requests significant data that is disproportionate to the needs of the case, especially prior to any class being certified. Double Down will produce responsive documents only with respect to the game named in the Amended Complaint: DoubleDown Casino. Double Down objects because it cannot necessarily identify Plaintiffs' user accounts and be certain which accounts belong to Plaintiffs, as Plaintiffs may have multiple accounts. Subject to the foregoing objections and its objections to Plaintiffs' Definitions and Instructions, Double Down responds that, after Plaintiffs identify all user accounts and email addresses belonging to them, it will search for and produce non-privileged responsive documents sufficient to show Plaintiffs' Purchase Information associated with each Chip Purchase made by them for DoubleDown Casino from April 9, 2014 to the present.

REQUEST FOR PRODUCTION NO. 5

Documents sufficient to Identify Your total annual revenue from Chip Purchases in the United States for each calendar year during the Relevant Time Period, broken down by each Social Casino.

RESPONSE: Double Down objects to this request as overbroad, not proportional, and premature to the extent it seeks documents related to purchase information for a class that has not been certified and for information irrelevant to Plaintiffs' attempt to certify a class. Double Down also objects to Plaintiffs' definition of "relevant time period" as exceeding any possible statute of limitations; and, while Double Down does not agree that Plaintiffs' claims are subject to a four-year statute of limitations because that is the outside arguable period for which discovery is proper, nonetheless, it will respond as to the time period four years prior to the filing of the Complaint. Double Down objects to this definition as overbroad and disproportionate to the needs of the case because it incorporates games not referenced in the Amended Complaint and not at issue in this action. Double Down will produce responsive documents only with respect to the game named in the Amended Complaint: DoubleDown Casino. Double Down objects because it cannot necessarily identify Plaintiffs' user accounts and be certain which accounts belong to Plaintiffs, as Plaintiffs may have multiple accounts. Subject to the foregoing objections and its objections to Plaintiffs' Definitions and Instructions, Double Down responds that, after Plaintiffs identify all user accounts and email addresses belonging to them, it will search for and produce non-privileged responsive documents sufficient to show revenue received from Plaintiffs' Chip Purchases for DoubleDown Casino from April 9, 2014 to the present.

REQUEST FOR PRODUCTION NO. 6

All Versions of each Social Casino's Terms of Use during the Relevant Time Period.

RESPONSE: Double Down objects to this request to the extent it requests documents protected by the attorney-client privilege, work-product doctrine, or any other privilege or protection. Double Down further objects on the grounds that Plaintiffs have equal access to all relevant versions of the terms of use for DoubleDown Casino, which were submitted as exhibits to Double Down's motion to compel arbitration. Double Down also objects to Plaintiffs' definition of "relevant time period" as exceeding any possible statute of limitations; and, while Double Down does not agree that Plaintiffs' claims are subject to a four-year statute of

1 limitations because that is the outside arguable period for which discovery is proper, nonetheless,
2 it will respond as to the time period four years prior to the filing of the Complaint. Double Down
3 objects to this definition as overbroad and disproportionate to the needs of the case because it
4 incorporates games not referenced in the Amended Complaint and not at issue in this action.
5 Double Down will produce responsive documents only with respect to the game named in the
6 Amended Complaint: DoubleDown Casino. Subject to the foregoing objections and its
7 objections to Plaintiffs' Definitions and Instructions, Double Down responds that it will search
8 for and produce any available Terms of Use for DoubleDown Casino from April 9, 2014 to the
9 present.

10
11 **REQUEST FOR PRODUCTION NO. 7**

12 All Research Related To how Time on Device affects Your revenue.

13 **RESPONSE:** Double Down objects this definition as vague, ambiguous, and improperly
14 indefinite in violation of Rule 34(b)(1)(A). Double Down will construe this term as referring to
15 written reports containing analysis, as opposed to data printouts or reports that do not contain
16 written analysis. Double Down objects that the term "All Research" is disproportionate to the
17 needs of the case. Double Down also objects to Plaintiffs' definition of "relevant time period" as
18 exceeding any possible statute of limitations; and, while Double Down does not agree that
19 Plaintiffs' claims are subject to a four-year statute of limitations because that is the outside
20 arguable period for which discovery is proper, nonetheless, it will respond as to the time period
21 four years prior to the filing of the Complaint. Double Down objects that this request is a
22 premature and overbroad search of ESI prior to the parties entering into an ESI agreement.
23 Subject to the foregoing objection and its objections to Plaintiffs' Definitions and Instructions,
24 Double Down responds that it does not believe it is in possession of any responsive documents.
25 Nonetheless, Double Down will consider search terms related to this request as part of a search
26 conducted pursuant to an ESI agreement proportional to the needs of the case and limited to non-
27

1 privileged responsive documents regarding DoubleDown Casino from April 9, 2014 to the
2 present.

3 4 **REQUEST FOR PRODUCTION NO. 8**

5 All Research Related To how the number of Gamblers affects Your revenue.

6 **RESPONSE:** Double Down objects this definition as vague, ambiguous, and improperly
7 indefinite in violation of Rule 34(b)(1)(A). Double Down will construe this term as referring to
8 written reports containing analysis, as opposed to data printouts or reports that do not contain
9 written analysis. Double Down objects that the term “All Research” is disproportionate to the
10 needs of the case. Double Down objects to the term “Gamblers” and will assume that it is meant
11 to be people who play DoubleDown Casino. Double Down also objects to Plaintiffs’ definition
12 of “relevant time period” as exceeding any possible statute of limitations; and, while Double
13 Down does not agree that Plaintiffs’ claims are subject to a four-year statute of limitations
14 because that is the outside arguable period for which discovery is proper, nonetheless, it will
15 respond as to the time period four years prior to the filing of the Complaint. Subject to the
16 foregoing objection and its objections to Plaintiffs’ Definitions and Instructions, Double Down
17 responds that it does not believe it is in possession of any responsive documents. Double Down
18 objects that this request is a premature and overbroad search of ESI prior to the parties entering
19 into an ESI agreement. Nonetheless, Double Down will consider search terms related to this
20 request as part of a search conducted pursuant to an ESI agreement proportional to the needs of
21 the case and limited to non-privileged responsive documents from April 9, 2014 to the present.

22 23 **REQUEST FOR PRODUCTION NO. 9**

24 All contracts Related To Social Casinos between You and third-party platform providers
25 that Support each Social Casino, Including Facebook, Apple, and Google.

26 **RESPONSE:** Double Down objects to this request because the term “All contracts
27 Related To,” as defined and applied here, is overly broad, unduly burdensome, and

disproportionate to the needs of the case. Double Down also objects to Plaintiffs' definition of "relevant time period" as exceeding any possible statute of limitations; and, while Double Down does not agree that Plaintiffs' claims are subject to a four-year statute of limitations because that is the outside arguable period for which discovery is proper, nonetheless, it will respond as to the time period four years prior to the filing of the Complaint. Double Down objects to this definition as overbroad and disproportionate to the needs of the case because it incorporates games not referenced in the Amended Complaint and not at issue in this action. Double Down will produce responsive documents only with respect to the game named in the Amended Complaint: DoubleDown Casino. Subject to the foregoing objection and its objections to Plaintiffs' Definitions and Instructions, Double Down responds that it will search for and produce non-privileged responsive documents regarding DoubleDown Casino from April 9, 2014 to the present.

REQUEST FOR PRODUCTION NO. 10

All Communications Related To Social Casinos between You and third-party platform providers that Support Social Casinos, Including Facebook, Apple, and Google.

RESPONSE: Double Down objects to this request because the term "All Communications Related To," as defined and applied here, is overly broad, unduly burdensome, and disproportionate to the needs of the case. Double Down also objects to Plaintiffs' definition of "relevant time period" as exceeding any possible statute of limitations; and, while Double Down does not agree that Plaintiffs' claims are subject to a four-year statute of limitations because that is the outside arguable period for which discovery is proper, nonetheless, it will respond as to the time period four years prior to the filing of the Complaint. Double Down objects to this definition as overbroad, unduly burdensome, and disproportionate to the needs of the case because it incorporates games not referenced in the Amended Complaint and not at issue in this action. Double Down will produce responsive documents only with respect to the game named in the Amended Complaint: DoubleDown Casino. Double Down objects that this request

1 is a premature and overbroad search of ESI prior to the parties entering into an ESI agreement.
 2 Subject to the foregoing objection and its objections to Plaintiffs' Definitions and Instructions,
 3 Double Down responds that it will consider search terms related to this request as part of a
 4 search conducted pursuant to an ESI agreement proportional to the needs of the case and limited
 5 to non-privileged responsive documents regarding DoubleDown Casino from April 9, 2014 to
 6 the present.

8 **REQUEST FOR PRODUCTION NO. 11**

9 Documents sufficient to Identify all third-parties that helped create, sold to You, or
 10 licensed to You Social Casino Logic.

11 **RESPONSE:** Double Down also objects to Plaintiffs' definition of "relevant time
 12 period" as exceeding any possible statute of limitations; and, while Double Down does not agree
 13 that Plaintiffs' claims are subject to a four-year statute of limitations because that is the outside
 14 arguable period for which discovery is proper, nonetheless, it will respond as to the time period
 15 four years prior to the filing of the Complaint. Double Down objects to this definition as
 16 overbroad and disproportionate to the needs of the case because it incorporates games not
 17 referenced in the Amended Complaint and not at issue in this action. Double Down will produce
 18 responsive documents only with respect to the game named in the Amended Complaint:
 19 DoubleDown Casino. Subject to the foregoing objection and its objections to Plaintiffs'
 20 Definitions and Instructions, Double Down responds that it will search for and produce non-
 21 privileged responsive documents for DoubleDown Casino from April 9, 2014 to the present.

23 **REQUEST FOR PRODUCTION NO. 12**

24 All written Research that You conducted, or that a third party conducted for You, Related
 25 To Social Casinos that includes any Addiction Phrases.

26 **RESPONSE:** Double Down objects to this request as irrelevant to any parties' claim or
 27 defense and disproportionate to the needs of the case. Double Down objects to the term

1 “Research” as vague, ambiguous, and improperly indefinite in violation of Rule 34(b)(1)(A).
2 Double Down will construe this term as referring to written reports containing analysis, as
3 opposed to data printouts or reports that do not contain written analysis. Double Down also
4 objects to Plaintiffs’ definition of “relevant time period” as exceeding any possible statute of
5 limitations; and, while Double Down does not agree that Plaintiffs’ claims are subject to a four-
6 year statute of limitations because that is the outside arguable period for which discovery is
7 proper, nonetheless, it will respond as to the time period four years prior to the filing of the
8 Complaint. Double Down objects to this definition as overbroad and disproportionate to the
9 needs of the case because it incorporates games not referenced in the Amended Complaint and
10 not at issue in this action. Double Down will produce responsive documents only with respect to
11 the game named in the Amended Complaint: DoubleDown Casino. Double Down objects to the
12 term “Addiction Phrases” as overbroad and misleading to the extent it suggests the issue of
13 addiction is relevant to the claims and/or that the terms it encompasses relate to addiction.
14 Double Down objects that this request is a premature and overbroad search of ESI prior to the
15 parties entering into an ESI agreement. Subject to the foregoing objection and its objections to
16 Plaintiffs’ Definitions and Instructions, Double Down responds that it does not believe it is in
17 possession of any responsive documents. Nonetheless, Double Down will consider search terms
18 related to this request as part of a search conducted pursuant to an ESI agreement proportional to
19 the needs of the case and limited to non-privileged responsive documents regarding
20 DoubleDown Casino from April 9, 2014 to the present.

21 22 **REQUEST FOR PRODUCTION NO. 13**

23 Documents sufficient to Identify all Logic used to determine Chip Package Pricing, Slot
24 Machine Speed, or Hit Frequency.

25 **RESPONSE:** Double Down also objects to Plaintiffs’ definition of “relevant time
26 period” as exceeding any possible statute of limitations; and, while Double Down does not agree
27 that Plaintiffs’ claims are subject to a four-year statute of limitations because that is the outside

1 arguable period for which discovery is proper, nonetheless, it will respond as to the time period
2 four years prior to the filing of the Complaint. Double Down objects to this definition as
3 overbroad and disproportionate to the needs of the case because it incorporates games not
4 referenced in the Amended Complaint and not at issue in this action. Double Down will produce
5 responsive documents only with respect to the game named in the Amended Complaint:
6 DoubleDown Casino. Double Down objects that this request is a premature and overbroad
7 search of ESI prior to the parties entering into an ESI agreement. Subject to the foregoing
8 objection and its objections to Plaintiffs' Definitions and Instructions, Double Down responds
9 that it does not believe it is in possession of any responsive documents. Nonetheless, Double
10 Down will consider search terms related to this request as part of a search conducted pursuant to
11 an ESI agreement proportional to the needs of the case and limited to non-privileged responsive
12 documents regarding DoubleDown Casino from April 9, 2014 to the present.

13 14 **REQUEST FOR PRODUCTION NO. 14**

15 All Communications and all Documents that include any Life Event Phrases and were
16 sent, received, or authored by the following custodians: Joe Sigrist, Meg Murphree, Alex
17 Entrikin, Robert Adams, Jude Cooper, Lauren Detjen, Kyle Labarry, Julie Frederick, Shelby
18 Nakamoto, and Tara Tegtmeyer.

19 **RESPONSE:** Double Down objects to this request as irrelevant to any parties' claim or
20 defense and disproportionate to the needs of the case. Double Down also objects to this request
21 because the phrase "All Communications and all Documents," as defined and applied here, is
22 overly broad, unduly burdensome, and disproportionate to the needs of the case. Double Down
23 also objects to Plaintiffs' definition of "relevant time period" as exceeding any possible statute of
24 limitations; and, while Double Down does not agree that Plaintiffs' claims are subject to a four-
25 year statute of limitations because that is the outside arguable period for which discovery is
26 proper, nonetheless, it will respond as to the time period four years prior to the filing of the
27 Complaint. Double Down objects to this definition as overbroad and disproportionate to the

needs of the case because it incorporates games not referenced in the Amended Complaint and not at issue in this action. Double Down will produce responsive documents only with respect to the game named in the Amended Complaint: DoubleDown Casino. Double Down objects that this request is a premature and overbroad search of ESI prior to the parties entering into an ESI agreement. Double Down objects to the term “Life Events Phrases” as misleading and mischaracterizing of the words or phrases contained therein. Double Down will respond as to the words or phrases contained in Plaintiffs’ definition. Subject to the foregoing objection and its objections to Plaintiffs’ Definitions and Instructions, Double Down responds that it does not believe it is in possession of any responsive documents. Nonetheless, Double Down will consider search terms related to this request as part of a search conducted pursuant to an ESI agreement proportional to the needs of the case and limited to non-privileged responsive documents regarding DoubleDown Casino from April 9, 2014 to the present.

REQUEST FOR PRODUCTION NO. 15

Documents sufficient to Identify all of Your policies Related To when a Guest requests to have their Social Casino account and/or credit card information Disabled.

RESPONSE: Double Down objects to this request as irrelevant to any parties’ claim or defense and disproportionate to the needs of the case. Double Down objects to this definition as overbroad and disproportionate to the needs of the case because it incorporates games not referenced in the Amended Complaint and not at issue in this action. Double Down will produce responsive documents only with respect to the game named in the Amended Complaint: DoubleDown Casino. Double Down objects that it does not have credit card information. Double Down objects to the term “Guests” as Double Down does not have “guests,” rather it has people who play its game. Subject to the foregoing objection and its objections to Plaintiffs’ Definitions and Instructions, Double Down responds that it will search for and produce policies related to when a player requests to have their DoubleDown Casino account disabled, to the extent any exist.

REQUEST FOR PRODUCTION NO. 16

Documents sufficient to Identify all of Your policies Related To when a Guest uses an Addiction Phrase or Life Event Phrase in a Communication with You.

RESPONSE: Double Down objects to this request as irrelevant to any parties' claim or defense and disproportionate to the needs of the case. Double Down objects that this request is a premature search of ESI prior to the parties entering into an ESI agreement. Double Down objects to the term "Guests" as Double Down does not have "guests," rather it has people who play its game. Double Down objects to the term "Life Event Phrases" misleading and mischaracterizing of the words or phrases contained therein. Double Down will respond as to the words or phrases contained in Plaintiffs' definition. Subject to the foregoing objection and its objections to Plaintiffs' Definitions and Instructions, Double Down will consider search terms related to this request as part of a search conducted pursuant to an ESI agreement proportional to the needs of the case and limited to non-privileged responsive documents regarding DoubleDown Casino from April 9, 2014 to the present.

REQUEST FOR PRODUCTION NO. 17

Documents sufficient to Identify the criteria for all Code-Based instances when Gamblers receive Free Chips, Including the number of Free Chips received and any relationship between that figure and the Gambler's recent Chip Purchases, VIP Tier, and/or recent in-game performance.

RESPONSE: Double Down objects to this request as vague to the extent it fails to define or explain "recent in-game performance." Double Down also objects to this request as irrelevant to any parties' claim or defense and disproportionate to the needs of the case. Double Down objects to the term "Gamblers" and will assume that it is meant to be people who play DoubleDown Casino. The Amended Complaint contains no allegations related to "VIP Tiers." Double Down objects to this definition as overbroad and disproportionate to the needs of the

case because it incorporates games not referenced in the Amended Complaint and not at issue in this action. Double Down further objects that this terms is misleading and mischaracterizing as Double Down's loyalty program contains levels for *all* users. Double Down will produce responsive documents only with respect to the game named in the Amended Complaint: DoubleDown Casino. Double Down also objects to the extent that the searching for all such documents to 2014 is burdensome and not proportional to the needs of the case. Double Down objects that this request is a premature and overbroad search of ESI prior to the parties entering into an ESI agreement. Subject to the foregoing objections and its objections to Plaintiffs' Definitions and Instructions, Double Down responds that it will consider search terms related to this request as part of a search conducted pursuant to an ESI agreement proportional to the needs of the case and limited to non-privileged responsive documents regarding DoubleDown Casino from April 9, 2014 to the present.

REQUEST FOR PRODUCTION NO. 18

Documents sufficient to Identify the ratio, in each of calendar years 2015, 2016, 2017, 2018, and 2019 of (a) the number of Free Chips provided by You to (b) the number of virtual chips acquired through Chip Purchases, broken down by each VIP Tier.

RESPONSE: Double Down objects to this request as irrelevant to any parties' claim or defense and disproportionate to the needs of the case. The Amended Complaint contains no allegations related to "VIP Tiers." Double Down also objects to Plaintiffs' definition of "relevant time period" as exceeding any possible statute of limitations; and, while Double Down does not agree that Plaintiffs' claims are subject to a four-year statute of limitations because that is the outside arguable period for which discovery is proper, nonetheless, it will respond as to the time period four years prior to the filing of the Complaint. Double Down objects to this definition as overbroad and disproportionate to the needs of the case because it incorporates games not referenced in the Amended Complaint and not at issue in this action. Double Down further objects that this term is misleading and mischaracterizing as Double Down's loyalty

1 program contains levels for *all* users. Double Down will produce responsive documents only
2 with respect to the game named in the Amended Complaint: DoubleDown Casino. Double
3 Down objects because it cannot necessarily identify Plaintiffs user accounts and be certain which
4 accounts belong to Plaintiffs, as Plaintiffs may have multiple accounts. Subject to the foregoing
5 objection and its objections to Plaintiffs' Definitions and Instructions, Double Down responds
6 that, after Plaintiffs identify all user accounts and email addresses belonging to them, it will
7 search for and produce non-privileged responsive documents regarding DoubleDown Casino
8 sufficient to show this information as to Plaintiffs Benson and Simonson from April 9, 2014 to
9 the present, to the extent it exists.

10
11 **REQUEST FOR PRODUCTION NO. 19**

12 Documents sufficient to Identify the average Life of the amount of chips equal to the
13 average Initial Chip Allotment during each of the following calendar years: 2015; 2016; 2017;
14 2018; and 2019.

15 **RESPONSE:** Double Down objects to this request as irrelevant to any parties' claim or
16 defense and disproportionate to the needs of the case. Double Down also objects to Plaintiffs'
17 definition of "relevant time period" as exceeding any possible statute of limitations; and, while
18 Double Down does not agree that Plaintiffs' claims are subject to a four-year statute of
19 limitations because that is the outside arguable period for which discovery is proper, nonetheless,
20 it will respond as to the time period four years prior to the filing of the Complaint. Double Down
21 objects because the definition of "the average Life of the amount of chips equal to the average
22 Initial Chip Allotment" is vague. The Amended Complaint contains no allegations related to
23 "VIP Tiers." Double Down objects to this definition as overbroad and disproportionate to the
24 needs of the case because it incorporates games not referenced in the Amended Complaint and
25 not at issue in this action. Double Down further objects that this term is misleading and
26 mischaracterizing as Double Down's loyalty program contains levels for *all* users. Double
27 Down objects that this request is a premature and overbroad search of ESI prior to the parties

entering into an ESI agreement. Double Down objects because it cannot necessarily identify Plaintiffs user accounts and be certain which accounts belong to Plaintiffs, as Plaintiffs may have multiple accounts. Subject to the foregoing and its objections to Plaintiffs' Definitions and Instructions, Double Down responds that it does not believe any such documents exist; however, after Plaintiffs identify all user accounts and email addresses belonging to them, it will consider search terms related to this request as part of a search conducted pursuant to an ESI agreement proportional to the needs of the case and limited to non-privileged responsive documents regarding DoubleDown Casino from April 9, 2014 to the present as to Plaintiffs Benson and Simonson.

REQUEST FOR PRODUCTION NO. 20

All Research conducted by You or third parties Related To Initial Chip Allotment.

RESPONSE: Double Down objects this definition as vague, ambiguous, and improperly indefinite in violation of Rule 34(b)(1)(A). Double Down will construe this term as referring to written reports containing analysis, as opposed to data printouts or reports that do not contain written analysis. Double Down objects that the term "All Research" is disproportionate to the needs of the case. Double Down objects that this request is a premature and overbroad search of ESI prior to the parties entering into an ESI agreement. Subject to the foregoing objection and its objections to Plaintiffs' Definitions and Instructions, Double Down responds that it does not believe any such documents exist; however, it will consider search terms related to this request as part of a search conducted pursuant to an ESI agreement proportional to the needs of the case and limited to non-privileged responsive documents regarding DoubleDown Casino from April 9, 2014 to the present.

REQUEST FOR PRODUCTION NO. 21

Documents sufficient to Identify the percentage of Your Guests who have ever made a Chip Purchase.

RESPONSE: Double Down objects to this definition as overbroad and disproportionate to the needs of the case because it incorporates games not referenced in the Amended Complaint and not at issue in this action. Double Down will produce responsive documents only with respect to the game named in the Amended Complaint: DoubleDown Casino. Double Down objects that the relevance of this information, prior to a class being certified, is outweighed by the burden of its production and not proportional to the needs of the cases. Double Down objects to the term “Guests” as Double Down does not have “guests,” rather it has people who play its game. Double Down objects that this request for production seeks information more efficiently ascertained through an interrogatory. Double Down objects that this request is a premature and overbroad search of ESI prior to the parties entering into an ESI agreement. Subject to the foregoing objection and its objections to Plaintiffs’ Definitions and Instructions, Double Down responds that it will consider search terms related to this request as part of a search conducted pursuant to an ESI agreement proportional to the needs of the case and limited to non-privileged responsive documents regarding DoubleDown Casino from April 9, 2014 to the present in Washington State.

REQUEST FOR PRODUCTION NO. 22

All handbooks, presentations, training materials, policies, and other employment-related materials You have ever provided to VIP Hosts.

RESPONSE: Double Down objects to this request as overbroad and disproportionate to the needs of the case because it incorporates games not referenced in the Amended Complaint and not at issue in this action. Double Down will produce responsive documents only with respect to the game named in the Amended Complaint: DoubleDown Casino. Double Down also objects to this request as irrelevant to any parties’ claim or defense and disproportionate to the needs of the case. The Amended Complaint contains no allegations related to “VIP Hosts.” Double Down further objects to this request because the term “All,” as applied here, is overly broad, unduly burdensome, and disproportionate to the needs of the case. Double Down objects

1 to the term “VIP Hosts,” as it is misleading and mischaracterizes the job of a customer service
 2 agent. Double Down objects that this request is irrelevant, overbroad, and disproportionate to
 3 Plaintiffs’ claims. Subject to the foregoing objections and its objections to Plaintiffs’ Definitions
 4 and Instructions, Double Down responds that, it will consider this request as to Double Down’s
 5 customer service representatives after Plaintiffs identify how this request is relevant, not
 6 disproportionate to the needs of the case, and not overbroad.

8 **REQUEST FOR PRODUCTION NO. 23**

9 Documents sufficient to Identify the Compensation Structure for VIP Hosts.

10 **RESPONSE:** Double Down objects to this definition as overbroad and disproportionate
 11 to the needs of the case because it incorporates games not referenced in the Amended Complaint
 12 and not at issue in this action. Double Down will produce responsive documents only with
 13 respect to the game named in the Amended Complaint: DoubleDown Casino. Double Down
 14 objects to this request as irrelevant to any parties’ claim or defense and disproportionate to the
 15 needs of the case. The Amended Complaint contains no allegations related to “VIP Hosts.”
 16 Double Down objects that this request for production seeks information more efficiently
 17 ascertained through an interrogatory. Double Down objects to the term “VIP Hosts,” as it is
 18 misleading and mischaracterizes the job of a customer service agent. Double Down objects that
 19 this request is irrelevant, overbroad, and disproportionate to Plaintiffs’ claims. Double Down
 20 objects because its customer service agents do not operate on a commission-based system.
 21 Subject to the foregoing objection and its objections to Plaintiffs’ Definitions and Instructions,
 22 Double Down responds that, without an understanding as to how this information is relevant or
 23 proportional to the needs of the case, it will not produce documents regarding this request, to the
 24 extent any exist.

26 **REQUEST FOR PRODUCTION NO. 24**

27 Documents sufficient to Identify all employees that VIP Hosts directly reported to.

1 **RESPONSE:** Double Down objects to this definition as overbroad and disproportionate
 2 to the needs of the case because it incorporates games not referenced in the Amended Complaint
 3 and not at issue in this action. Double Down will produce responsive documents only with
 4 respect to the game named in the Amended Complaint: DoubleDown Casino. Double Down
 5 objects to this request as irrelevant to any parties' claim or defense and disproportionate to the
 6 needs of the case. The Amended Complaint contains no allegations related to "VIP Hosts."
 7 Double Down objects that this request for production seeks information more efficiently
 8 ascertained through an interrogatory. Double Down objects that this request is a premature and
 9 overbroad search of ESI prior to the parties entering into an ESI agreement. Double Down
 10 objects to the term "VIP Hosts," as it is misleading and mischaracterizes the job of a customer
 11 service agent. Double Down objects that this request is irrelevant, overbroad, and
 12 disproportionate to Plaintiffs' claims. Double Down objects because its customer service agents
 13 do not operate on a commission-based system. Subject to the foregoing objection and its
 14 objections to Plaintiffs' Definitions and Instructions, Double Down responds that, without an
 15 understanding as to how this information is relevant or proportional to the needs of the case, it
 16 will not produce documents regarding this request, to the extent any exist.

17
 18 **REQUEST FOR PRODUCTION NO. 25**

19 Documents sufficient to Identify the average amount of money Gamblers have spent on
 20 Chip Purchases when they reach each VIP Tier.

21 **RESPONSE:** Double Down objects to this definition as overbroad and disproportionate
 22 to the needs of the case because it incorporates games not referenced in the Amended Complaint
 23 and not at issue in this action. Double Down will produce responsive documents only with
 24 respect to the game named in the Amended Complaint: DoubleDown Casino. Double Down
 25 objects to the term "Gamblers" and assumes it to mean players of DoubleDown Casino. Double
 26 Down objects to this request as irrelevant to any parties' claim or defense and disproportionate to
 27 the needs of the case. The Amended Complaint contains no allegations related to "VIP Tiers."

Double Down objects to this definition as overbroad and disproportionate to the needs of the case because it incorporates games not referenced in the Amended Complaint and not at issue in this action. Double Down further objects that this term is misleading and mischaracterizing as Double Down's loyalty program contains levels for *all* users. Double Down objects that this request for production seeks information more efficiently ascertained through an interrogatory. Double Down also objects to Plaintiffs' definition of "relevant time period" as exceeding any possible statute of limitations; and, while Double Down does not agree that Plaintiffs' claims are subject to a four-year statute of limitations because that is the outside arguable period for which discovery is proper, nonetheless, it will respond as to the time period four years prior to the filing of the Complaint. Double Down objects that this request is a premature and overbroad search of ESI prior to the parties entering into an ESI agreement. Double Down objects because it cannot necessarily identify Plaintiffs user accounts and be certain which accounts belong to Plaintiffs, as Plaintiffs may have multiple accounts. Subject to the foregoing objection and its objections to Plaintiffs' Definitions and Instructions, Double Down responds that, after Plaintiffs identify all user accounts and email addresses belonging to them, it will search for and produce non-privileged responsive documents, to the extent any exist, sufficient to show the amount of money Plaintiffs Benson and Simonson spent on Chip Purchases as related to the different tier levels they were at in Double Down's loyalty program from April 9, 2014 to the present.

REQUEST FOR PRODUCTION NO. 26

All Communications sent to or from a VIP Host that contain any Addiction Phrases.

RESPONSE: Double Down objects to this definition as overbroad and disproportionate to the needs of the case because it incorporates games not referenced in the Amended Complaint and not at issue in this action. Double Down will produce responsive documents only with respect to the game named in the Amended Complaint: DoubleDown Casino. Double Down objects to this request as irrelevant to any parties' claim or defense and disproportionate to the needs of the case. The Amended Complaint contains no allegations related to "VIP Hosts."

Double Down objects to the term “VIP Hosts,” as it is misleading and mischaracterizes the job of a customer service agent. Double Down objects that this request is irrelevant, overbroad, and disproportionate to Plaintiffs’ claims. Double Down also objects to Plaintiffs’ definition of “relevant time period” as exceeding any possible statute of limitations; and, while Double Down does not agree that Plaintiffs’ claims are subject to a four-year statute of limitations because that is the outside arguable period for which discovery is proper, nonetheless, it will respond as to the time period four years prior to the filing of the Complaint. Double Down objects that this request is a premature and overbroad search of ESI prior to the parties entering into an ESI agreement. Double Down objects to term “Addiction Phrases” as overbroad and misleading to the extent it suggests the issue of addiction is relevant to the claims and/or that the terms it encompasses relate to addiction. Subject to the foregoing objection, Double Down responds that, after establishing how this request is relevant and not disproportionate to the needs of the case, it will consider search terms related to this request as part of a search conducted pursuant to an ESI agreement proportional to the needs of the case and limited to non-privileged responsive documents regarding DoubleDown Casino from April 9, 2014 to the present related to Plaintiffs Benson and Simonson, to the extent any exist.

REQUEST FOR PRODUCTION NO. 27

All Logic Related To Chip Package Offers, Including all Logic that explains when Chip Package Offers are made and all Logic that explains the dollar value associated with Chip Package Offers.

RESPONSE: Double Down objects to this definition as overbroad and disproportionate to the needs of the case because it incorporates games not referenced in the Amended Complaint and not at issue in this action. Double Down will produce responsive documents only with respect to the game named in the Amended Complaint: DoubleDown Casino. Double Down also objects to Plaintiffs’ definition of “relevant time period” as exceeding any possible statute of limitations; and, while Double Down does not agree that Plaintiffs’ claims are subject to a four-

year statute of limitations because that is the outside arguable period for which discovery is proper, nonetheless, it will respond as to the time period four years prior to the filing of the Complaint. Double Down objects to this request because the term “All Logic Related To,” as defined and applied here, is overly broad, unduly burdensome, and disproportionate to the needs of the case. Double Down objects that this request is a premature and overbroad search of ESI prior to the parties entering into an ESI agreement. Subject to the foregoing objection and its objections to Plaintiffs’ Definitions and Instructions, Double Down responds that after establishing how this request is relevant and not disproportionate to the needs of the case, it will consider search terms related to this request as part of a search conducted pursuant to an ESI agreement proportional to the needs of the case and limited to non-privileged responsive documents regarding DoubleDown Casino from April 9, 2014 to the present related to Plaintiffs Benson and Simonson, to the extent any exist.

REQUEST FOR PRODUCTION NO. 28

All Logic Related to whether the Results of Your slot machine games depend in any way on the Guest’s Chip Purchases, Time on Device, or any other non-random factors.

RESPONSE: Double Down objects to this definition as overbroad and disproportionate to the needs of the case because it incorporates games not referenced in the Amended Complaint and not at issue in this action. Double Down will produce responsive documents only with respect to the game named in the Amended Complaint: DoubleDown Casino. Double Down also objects to Plaintiffs’ definition of “relevant time period” as exceeding any possible statute of limitations; and, while Double Down does not agree that Plaintiffs’ claims are subject to a four-year statute of limitations because that is the outside arguable period for which discovery is proper, nonetheless, it will respond as to the time period four years prior to the filing of the Complaint. Double Down objects to this request because the term “All Logic Related To,” as defined and applied here, is overly broad, unduly burdensome, and disproportionate to the needs of the case. Double Down objects to the term “Guests” as Double Down does not have “guests,” rather it has people who play its game. Double Down objects that this request is a premature and

1 overbroad search of ESI prior to the parties entering into an ESI agreement. Double Down
2 objects to the term “slot machine games” as undefined and not applicable to Double Down’s
3 products. Subject to the foregoing objections and its objections to Plaintiffs’ Definitions and
4 Instructions, Double Down responds that after establishing how this request is relevant and not
5 disproportionate to the needs of the case, it will consider search terms related to this request as
6 part of a search conducted pursuant to an ESI agreement proportional to the needs of the case
7 and limited to non-privileged responsive documents regarding DoubleDown Casino from April
8 9, 2014 to the present related to Plaintiffs Benson and Simonson, to the extent any exist.

9
10 **REQUEST FOR PRODUCTION NO. 29**

11 All Communications between or among You and the Washington State Gambling
12 Commission and Its Related Entities Relating To Social Casinos.

13 **RESPONSE:** Double Down objects to this request because the term “All
14 Communications. . . Related To,” as defined and applied here, is overly broad, unduly
15 burdensome, and disproportionate to the needs of the case. Double Down also objects to
16 Plaintiffs’ definition of “relevant time period” as exceeding any possible statute of limitations;
17 and, while Double Down does not agree that Plaintiffs’ claims are subject to a four-year statute
18 of limitations because that is the outside arguable period for which discovery is proper,
19 nonetheless, it will respond as to the time period four years prior to the filing of the Complaint.
20 Double Down objects that this request is a premature search of ESI prior to the parties entering
21 into an ESI agreement. Subject to the foregoing objection and its objections to Plaintiffs’
22 Definitions and Instructions, Double Down responds that it will search for and produce non-
23 privileged responsive documents that are not ESI, to the extent any exist. Double Down will
24 consider search terms related to this request as part of a search conducted pursuant to an ESI
25 agreement proportional to the needs of the case and limited to non-privileged responsive
26 documents regarding DoubleDown Casino from April 9, 2014 to the present, to the extent any
27 exist.

REQUEST FOR PRODUCTION NO. 30

Documents sufficient to Identify all Gifts and Trips.

RESPONSE: Double Down objects to this request as irrelevant to any parties' claim or defense and disproportionate to the needs of the case. The Amended Complaint contains no allegations related to "Gifts" or "Trips." Double Down also objects to Plaintiffs' definition of "relevant time period" as exceeding any possible statute of limitations; and, while Double Down does not agree that Plaintiffs' claims are subject to a four-year statute of limitations because that is the outside arguable period for which discovery is proper, nonetheless, it will respond as to the time period four years prior to the filing of the Complaint. Double Down objects that this request is a premature and overbroad search of ESI prior to the parties entering into an ESI agreement. Subject to the foregoing objection and its objections to Plaintiffs' Definitions and Instructions, Double Down responds that it does not believe any such documents exist regarding Plaintiffs Benson and Simonson, and that it will consider search terms related to this request as part of a search conducted pursuant to an ESI agreement proportional to the needs of the case and limited to non-privileged responsive documents regarding DoubleDown Casino from April 9, 2014 to the present related to Plaintiffs Benson and Simonson, to the extent any exist.

DATED this 6th day of July, 2020.

By: s/ Jaime Drozd Allen

Jaime Drozd Allen, WSBA #35742
 Stuart R. Dunwoody, WSBA #13948
 Cyrus E. Ansari, WSBA #52966
 Benjamin J. Robbins, WSBA #53376
 DAVIS WRIGHT TREMAINE LLP
 920 Fifth Avenue, Suite 3300
 Seattle, WA 98104-1610
 Tel: (206) 622-3150 Fax: (206) 757-7700
 Email: jaimeallen@dwt.com
 Email: stuardunwoody@dwt.com
 Email: cyrusansari@dwt.com
 Email: benrobbins@dwt.com

Attorneys for Double Down Interactive, LLC

CERTIFICATE OF SERVICE

I hereby certify that on this date I emailed the foregoing document to the attorneys of record representing Plaintiffs, in accordance with the parties' agreement.

DATED this 6th day of July, 2020.

s/ Jaime Drozd Allen

Jaime Drozd Allen, WSBA #35742